

**Employment Agreement**

(Hereinafter referred to as "the Employment Agreement", "the Agreement" or "this Agreement")

**July 2, 2015**

**Between:**

**The Board of Governors of Red River College,  
a corporation established under  
The Colleges Act, Manitoba, C.C.S.M. c. 150.1**

(Hereinafter referred to as the "Board" or RRC)  
(the Party of the 1st-Part),

**- and -**

**Paul Vogt**

**of the City of Winnipeg, Manitoba**

(Hereinafter referred to as the "President"  
(the Party of the 2nd-Part)

(Collectively referred to as the Parties)

**For:**

**The Five (5) Year Period August 17, 2015 to August 16, 2020**

**2015-20**

**Employment Agreement**

RRC - President - 5-Yrs - 2015-20

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**Whereas:**

- A. **Whereas** the Board is a corporation established under *The Colleges Act of Manitoba* (C.C.S.M. c. C150.1) (the "Act"), and is the governing body of Red River College (the "College" / RRC);
- B. **And Whereas** The Board has, at a duly convened meeting held July 2, 2015, and in accordance with section 39 of the Act, appointed Paul Vogt as President and Chief Executive Officer of the College, subject to the terms and conditions of this Employment Agreement; and
- C. **And Whereas** Paul Vogt has agreed to accept the position of President and Chief Executive Officer of the College and to provide the services and carry out the responsibilities of this position on the terms and conditions set out in this Employment Agreement.
- D. **Now therefore, the Board and the President hereby agree as follows:**

**Section 1 - Term of Employment:**

- 1. The appointment of Paul Vogt as the President and Chief Executive Officer of the College is effective August 17, 2015 (the "Commencement Date"); and  
The term of the appointment is for the five (5) year period August 17, 2015 to August 16, 2020 (the "Expiry Date"), inclusive of both dates, unless otherwise extended or terminated before the Expiry Date in accordance with this Employment Agreement or otherwise permitted by law.

**Section 2 - Services:**

- 2(1) The President shall perform the services and carry out the responsibilities of the President and Chief Executive Officer of the College (the "Services") in accordance with the Position Description attached hereto as *Appendix A*. As provided in subsection 39(2) of the Act, subject to the direction of the Board, the President shall be responsible for the general management and direction of the College including:
  - (a) The policies, programs and services of the College;
  - (b) The business affairs of the College; and
  - (c) Such other matters as may be delegated by the Board to the President.
- 2(2) The President shall be responsible to, and receive direction and supervision from the Board.  
The President's normal contact person on the Board shall be the Chair of the Board or in the absence of the Chair, the Vice-Chair of the Board.
- 2(3) Unless otherwise required in the performance of the Services, the primary work location for the President shall be at Red River College, 2055 Notre Dame Avenue, Winnipeg, Manitoba.

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**Section 3 - Employment Commitment of the President:**

- 3(1) The President undertakes to:
- (a) Serve the Board and the College faithfully and honestly and to carry out his employment and the Services under this Agreement to the best of his ability;
  - (b) Unless prevented by ill health or other sufficient cause, devote the whole of his time, skill and attention during regular business hours to the business of the Board and the College, and to promoting the interests of the Board and the College;
  - (c) Comply with the Act or any applicable successor legislation;
  - (d) Comply with and carry out the Policies, By-Laws and Resolutions of the Board;
  - (e) Comply with and carry out all reasonable and lawful requests, directions and orders of the Board; and
  - (f) Perform from time to time such services, advisory or otherwise, and act in such capacity or office for the Board as the Board may reasonably request, without further compensation other than the compensation provided for in this Agreement.
- 3(2) The President shall not engage in any other business or occupation, or become a director, manager or agent of any other corporation, firm or business, without the consent of the Board, which consent shall not be unreasonably withheld.
- 3(3) The President shall at all times strictly adhere to all rules and policies that have been or may be established or adopted by the Board governing the conduct and actions of individuals employed by the Board, provided that such rules and policies are reasonable and are not inconsistent with any provisions of this Agreement.
- 3(4) The President shall use due care in the performance of, or in carrying out, the Services and shall do so in a professional and safe manner and without negligence.
- 3(5) Except as authorized by this Agreement or the Policies, By-laws or Resolutions that have been or may be established or adopted by the Board, the President shall not incur any debt or expenses on behalf of, or make any commitments for the Board or the College, without first obtaining the written authorization of the Board.

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**Section 4 - Confidentiality and Ownership of Information:**

- 4(1) While this Agreement is in effect and at all times thereafter, the President:
- (a) Shall treat as confidential all confidential information, data, reports, documents, and materials produced or acquired by him, or to which access has been given, in the course of, or incidental to, the performance of this Agreement;
  - (b) Shall not use for his own purposes or for any purposes other than those of the College, and, except as may be required by law, shall not directly or indirectly disclose, or permit to be disclosed, to any person, corporation, firm or organization such confidential information, data, reports, documents or materials without first obtaining written permission from the Board;
  - (c) Shall comply with any reasonable rules or directions made or given by the Board with respect to safeguarding or ensuring the confidentiality of information, data, reports, documents or materials; and
  - (d) Shall comply with all College policies and legal requirements with respect to access, use and disclosure of personal information.
- 4(2) All information, data, reports, documents and materials produced by the President in the course of his employment under this Agreement respecting the College and the affairs of the College, including all intellectual property rights and copyright therein, shall be the exclusive property of the Board, and shall be delivered to the Board upon request. The President also hereby waives all moral rights under *The Copyright Act* in such information, data, reports, documents and materials and agrees to execute any additional documents in favour of the Board which may be required to evidence this waiver.

**Section 5 - Conflict of Interest:**

5. It is a condition of employment that the President shall, at all times during the term of his employment with the Board, fully comply with all policies and guidelines as reasonably established or adopted by the Board respecting conflict of interest, as amended from time to time, including (without limitation) those policies and guidelines respecting the disclosure of any perceived or potential conflict of interest.

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**Section 6 - Compensation:**

- 6(1) **Salary** - Subject to subsections 6(4) and 6(5), for the year commencing August 17, 2015, the Board shall pay the President, for Services performed, an annual base salary of two hundred and twenty five thousand dollars / \$225,000.00 payable in equal installments (from and including August 17, 2015) in accordance with the College pay periods established by the Board, and pro-rated where necessary for any shorter period.
- 6(2) **Salary - General Increases** - Salary, as provided in subsection 6(1), shall be increased following August 17, 2015 on the same date and in the same percentage (%) amount as is the annual (or other) general increase(s) provided for in the RRC - MGEU Collective Agreement - as detailed in *Appendix "B"* - attached hereto.
- The Board acknowledges that, the President, in the normal and responsible course of management interaction with the Board, Executive Staff or Union (MGEU), with respect to the collective bargaining of the RRC-MGEU Collective Agreement, shall not be considered to be in a conflict of interest.
- 6(3) **Annual Performance Review / Merit Increment** - The Board will review the performance of the President annually. As part of the review process, the Board, based on merit, may increase base salary by a merit increment of up to 3.00%. Details are set out in *Appendix "B"* - attached hereto:
- 6(4) **Benefits / Pension** - The President is entitled to participate fully in the RRC *Group Benefit Programs* established, or which may be established, by the Board for College employees, including College programs relating to: the *Superannuation Plan (Pension)*, *Short and Long-Term Disability*, *Dental Insurance*, and such other Programs as may be available to employees of the Board while this Agreement is in effect.
- 6(5) **Vehicle Allowance / Vehicle / Parking:**
- Vehicle Allowance** - The Board shall pay the President an additional amount of one thousand dollars (\$1,000.00) each month for the duration of this Agreement for expenses incurred for the purchase or lease of an automobile required in the discharge of his duties. The amount will be paid as a stipend in equal installments effective August 17, 2015, in accordance with the pay periods established by the Board. This stipend will be treated as a taxable benefit to the President as prescribed by law.
- Vehicle** - The President shall in the discharge of his duties supply his own vehicle for use in his employment. The President understands that he will not be entitled to reimbursement of any expenses related to his operation of his vehicle for College business purposes within the area covered by the City of Winnipeg with the exception of parking. Reimbursement for travel outside the City limits will be reimbursed as per the College's current per kilometer rate.
- Parking** - The President shall be provided with the use of parking space on the College premises at the Notre Dame location with payment of applicable parking fees.

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**6(6) Deductions - The Board shall make:**

- (a) The required deductions from the remuneration to be paid to the President for purposes of Income Tax, Employment Insurance, and Canada Pension Plan and as otherwise required by law.
- (b) Such deductions as may be necessary for the purposes of the President's participation in group benefit programs established or to be established by the Board; and
- (c) Any other deductions, contributions or remittances required to be made by law or agreed to by the Board and the President.

**Section 7 - Vacation and Holidays:**

**7(1) Vacation - The President shall be entitled to six (6) weeks annual paid vacation leave, to be taken at a time or times agreed upon by the President and the Board. Unexpended vacation leave in excess of one (1) week shall not be carried forward by the President to the following year unless approved in advance by the Board, such approval not to be withheld unreasonably.**

**Any unexpended vacation leave that the President is not permitted to carry forward under this provision will be paid out to him at the end of the year in which such vacation leave ought to have been taken, at his prevailing base salary rate.**

**7(2) Upon termination or expiration of this Agreement:**

- (a) Vacation time not taken, may:
  - (i) Be carried forward into the following twelve month period; or
  - (ii) Be paid out to the President at the prevailing base salary rate for the President.
- (b) The President shall reimburse the Board for any vacation leave taken in excess of his entitlement.

**7(3) Holidays - The President shall be entitled to such statutory holidays, with pay, as is consistent with the human resources policies that have been or may be established by the Board for non-unionized employees or as otherwise prescribed by law.**

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**Section 8 - General Leave and Sick Leave:**

- 8(1) **General Leave - The President shall be entitled to compassionate leave and Court leave, with pay, as is consistent with the human resources policies that have been or may be established by the Board for non-unionized employees.**
- 8(2) **Leave may be granted on short notice for traditional cultural and family events. The President will use vacation days for such absences.**
- 8(3) **Sick Leave - Upon commencement of this Agreement, the President shall be credited with 90 days of short-term sick leave credits. Thereafter, the President shall earn short-term sick leave credits at the rate of one (1) day per bi-weekly pay period to a maximum of 208 working days.**

**It is understood that these credits are designed to protect the President from loss of salary due to absence on account of short-term illness while he is employed by the Board, and, in the event this Agreement expires or is terminated, the President is not entitled to receive payment with respect to any unused sick leave credits.**

**Section 9 - Expenses:**

- 9(1) **The President shall be reimbursed for all reasonable travel, College entertainment and other expenses actually and properly incurred by the President in the performance of his duties under this Agreement, in accordance with the policies and procedures for claiming reimbursement for such expenses that have been or may be established by the Board.**
- 9(2) **The Board will issue to the President a College registered credit card to be used by the President for payment of expenses in accordance with the policies and procedures established by the Board from time to time.**
- 9(3) **The President is entitled to reimbursement of tuition and travel costs associated with attending conferences and professional development activities appropriate to the nature of his responsibilities, properly incurred and in accordance with policies and procedures for claiming reimbursement for such expenses that have been or may be established by the Board. Requests to be absent with pay to participate in professional development activities will be authorized by the Board and will not be unreasonable withheld.**



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**Section 10 - Termination of Employment:**

- 10(1) The employment of the President may be terminated prior to the expiration of the term of employment:
- (a) At any time by mutual agreement of the Parties;
  - (b) By the Board at any time for cause. Termination for cause shall be effective immediately upon written notice to that effect being provided to the President. For the purposes of this Agreement, "cause" shall include but is not limited to:
    - (i) Failure of the President to comply with any material term or condition of this Agreement, including (without limitation) applicable conflict of interest guidelines.
    - (ii) A finding of guilt by a criminal court of competent jurisdiction, of criminal or fraudulent conduct;
    - (iii) Conduct by the President that would bring the reputation of the College or the Board into disrepute;
    - (iv) Any act or omission which would constitute just cause for dismissal at common law.
  - (c) By the Board at any time and without cause by providing the President with twelve (12) months written notice; or continuation of his salary for a twelve (12) month period in lieu of notice.
  - (d) By the President at any time by providing at least twelve (12) months written notice to the Board; and
  - (e) By the Board, subject to its obligations under applicable Human Rights legislation, upon written notice, if the President is incapable of carrying out the terms of this Agreement by reason of illness, or mental or physical disability, in which case the benefits and salary provisions of clause 10(1)(c) shall apply, except that continuing salary payments would be reduced by any long term disability payment amounts received.
- 10(2) It is understood and agreed by the President that no period of notice or payment in lieu thereof shall be required on the part of the Board except where the Board terminates the Agreement by providing notice under clauses 10(1)(c) and 10(1)(e). The Parties agree and acknowledge that the notice periods, or payment in lieu thereof, set out in subsection 10(1) are reasonable. It is understood that this clause shall not prevent the President from taking appropriate legal measures, including a claim for reasonable notice or pay in lieu of reasonable notice, in the event of disagreement as to the application of clause 10(1)(b), including but not restricted to, the issue whether just cause existed.
- 10(3) Notwithstanding any other provision of this Agreement, this Agreement shall terminate forthwith upon the death of the President. The heirs, administrators, and executors of the President shall not be entitled to any further remuneration or payments from the Board or the College in the event of termination of employment pursuant to this section.

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**Section 11 - Indemnification:**

- 11(1) The President shall use due care in the performance of his obligations under this Agreement.
- 11(2) If an action or proceeding is brought by a third party *against* the President arising out of the performance of his duties under this Agreement:
- (a) The President shall, upon learning of or being served with any legal document or notice of such action or proceeding, promptly advise the Board;
  - (b) Upon the President notifying the Board as required under clause 11(2)(a), the Board and the President shall forthwith meet and appoint legal counsel, acceptable to both parties, on terms and conditions (including rates) acceptable to the parties; and
  - (c) Provided the conduct of the President which gave rise to the action or proceeding did not constitute gross negligence and was in the course of his duties as an employee of the Board, the Board shall pay:
    - (i) Any damages or costs awarded against the President in the action or proceeding;
    - (ii) Any amount required to be paid by the President as a result of a settlement of the action or proceeding, provided that the settlement has received the prior approval of the Board; and
    - (iii) All legal fees incurred with respect to the action or proceeding, subject to the terms and conditions agreed to by the parties.

**Section 12 - Further Employment Agreement:**

12. Provided this Agreement is still in effect, prior to the end of August 2019, the President may request in writing, that a further Employment Agreement be negotiated between the Parties.

Prior to the commencement of the final year of this Agreement, the Board shall advise the President, in writing, of its intention with respect to negotiating a further Employment Agreement with the President.

**Section 13 - Entire Agreement / Prior Contracts:**

13. This document and the attached *Appendices* contain the entire Employment Agreement between the Parties.

There are no undertakings, representations, or promises, either express or implied, other than those contained in this Employment Agreement.

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RRC - President - 5-Yrs - 2015-20

**Section 14 - Amendments:**

14. By mutual agreement between the Parties, amendments may be made to this Employment Agreement at any time.

Any amendment or modification of, or change to, this Employment Agreement shall be valid only if it is in writing and signed by both Parties.

**Section 15 - No Assignment of Agreement by President:**

15. The President shall not assign or transfer this Employment Agreement or any of the rights or obligations under the Agreement.
15. The President shall not assign or transfer this Employment Agreement or any of the rights or obligations under the Agreement.

**Section 16 - Successors and Heirs:**

16. This Agreement shall enure to the benefit of, and be binding upon, the Parties hereto, and any successors of the Board.

**Section 17 - Applicable Law:**

17. This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba.

The Parties attorn to the jurisdiction of the Manitoba Court of Queen's Bench.

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**Section 18 - Notices:**

18. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, electronic facsimile or electronic mail, or by mailing the same day by registered mail, postage prepaid, addressed to the party to whom the notice is given at the following address:

In the case of the President:

Address:  
Phone:  
E-mail:



In the case of The Board:

The Board of Governors of Red River College  
C719A-2055 Notre Dame Avenue  
Winnipeg, Manitoba R3H OJ9

Attention: Chair, Board of Governors  
Ph: 204-632-2374  
Facsimile: (204) 694-7253  
E-mail: kgudmandson@rrc.ca

Any notice shall be deemed to have been received, if personally delivered, at the time of delivery thereof, or if mailed on the third day after the mailing thereof (unless a publicized postal disruption is in effect, in which case notice shall be given in another manner permitted hereunder) or given by electronic facsimile transmission or electronic mail on the business day following sending thereof. If mail is disrupted by labour controversy, notice shall be delivered personally, by facsimile or by e-mail.

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**Section 19 - Signatures:**

**This Employment Agreement has been executed by or on behalf of the Parties on the dates noted below.**

**For The Board of Governors of Red River College:**



**Lloyd Schreyer**

\_\_\_\_\_  
**Chair, Board of Governors,  
Red River College**

Date: July 2, 2015

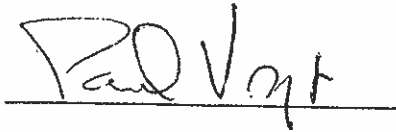


**Kathy Knight**

\_\_\_\_\_  
**Vice-Chair, Board of Governors,  
Red River College**

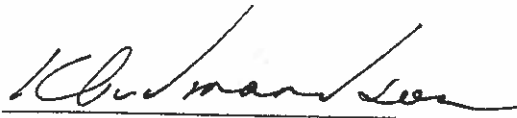
Date: July 2, 2015

**For Paul Vogt:**



**Paul Vogt**

\_\_\_\_\_  
Date: July 2, 2015



Witness R Gudmandson  
(Print Name)

\_\_\_\_\_  
Date: July 2, 2015

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**Appendix "A"**

**Position Description / Organization Chart - President / CEO**

Appendix "A" forms part of this Employment Agreement.

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**President and Chief Executive Officer - Red River College - Position Description**

The President and CEO provides leadership and oversight for all aspects of Red River College, including academics, finance, human resources, planning, student affairs, enrolment, advancement, community development and other key areas. These areas are led by Vice-Presidents and a Chief Advancement Officer who report directly to the President. The President works closely with these positions to ensure the strategic direction and College policies, programs and services are aligned with the long-term goals and objectives of the Board.

The President is the Chief Executive Officer of the College and reports to the Board of Governors. The President is an ex officio non-voting member of the Board of Governors. Direction from the Board to the President is through: written Board policies; meeting minutes and; the Chair or Board Executive Committee on specifically delegated matters.

**The responsibilities of the President include:**

**Strategic Planning** - Foster and articulate a distinctive vision for Red River College's future, built on its quality academic programs, in consultation with members of the Board, staff, and external stakeholders in line with the mandate of the College.

**Board Relationships** - Inform and engage the Board of Governors regarding the health and well-being of the College and its activities, and solicit the Board's advice and, where necessary, approval. Ensure that Board members have all information necessary to fulfill their responsibilities.

**Leadership** - Provide leadership to faculty and staff by working with them collegially, delegating appropriately, assessing risks and opportunities jointly, and ensuring the accountability of the senior team.

Work closely with senior executives to provide overall direction to the educational focus of the College. Focus on the delivery of high-quality educational programs and pursue curriculum development that responds effectively to the unique needs of the communities that the College serves.

Provide strong leadership to the employees of the College, in order to capitalize on the full potential of this critical resource. Inspire, motivate and empower staff toward realizing a shared vision.

Interacts with colleagues at all levels, facilitates effective teams and builds partnerships with stakeholders.

**Organization and Management of Staff** - Ensure that progressive policies and programs are in place to meet the needs of employees, to enable the College to attract and retain staff, and to maximize the full potential of its human resources.

**Policies and Programs** - Be responsible to the Board for meeting the strategic and operating objectives established for the College; ensure that programs and services meet the standard established by the Board and that all programs operate within approved funding limits.

Work with the Board to identify new and revised policies and programs, in order to meet changing needs and to recognize new developments in the education field.

**Program Delivery** - Builds an inclusive learning community that engages individual learners and affirms the value of teaching and learning excellence at all levels of the organization.

Continually evaluate the methods of program delivery to ensure that these methods are meeting the needs of the region and the College's stakeholders.

**Financial and Administrative Management** - Ensure the development and implementation of effective financial and administrative systems, and ensure the maximum utilization of the financial resources of the College within the objectives, policies, plans and budgets established by the Board.

Be cognizant of, and seek out, special funding opportunities and be creative in applying for additional resources.

Communicate the key needs and challenges of Red River College to all areas of government and lobby government for both monetary and other resources and support.

**Relationship with Key Stakeholders** - Actively promote the College to the community at large; play a leading role in the College's resource development initiatives and develop effective relationships with all communities, agencies, organizations and institutions sharing common interests with the College.

Communicate the key needs and challenges of Red River College to all levels of government.

**Developments in Education** - Keep up-to-date on developments in the field of education in order to ensure that the College has the best possible information by which to consider and address emerging issues.

**Facilities Management** - Ensure that College expansion projects are effectively planned and managed and that facilities and grounds are maintained.

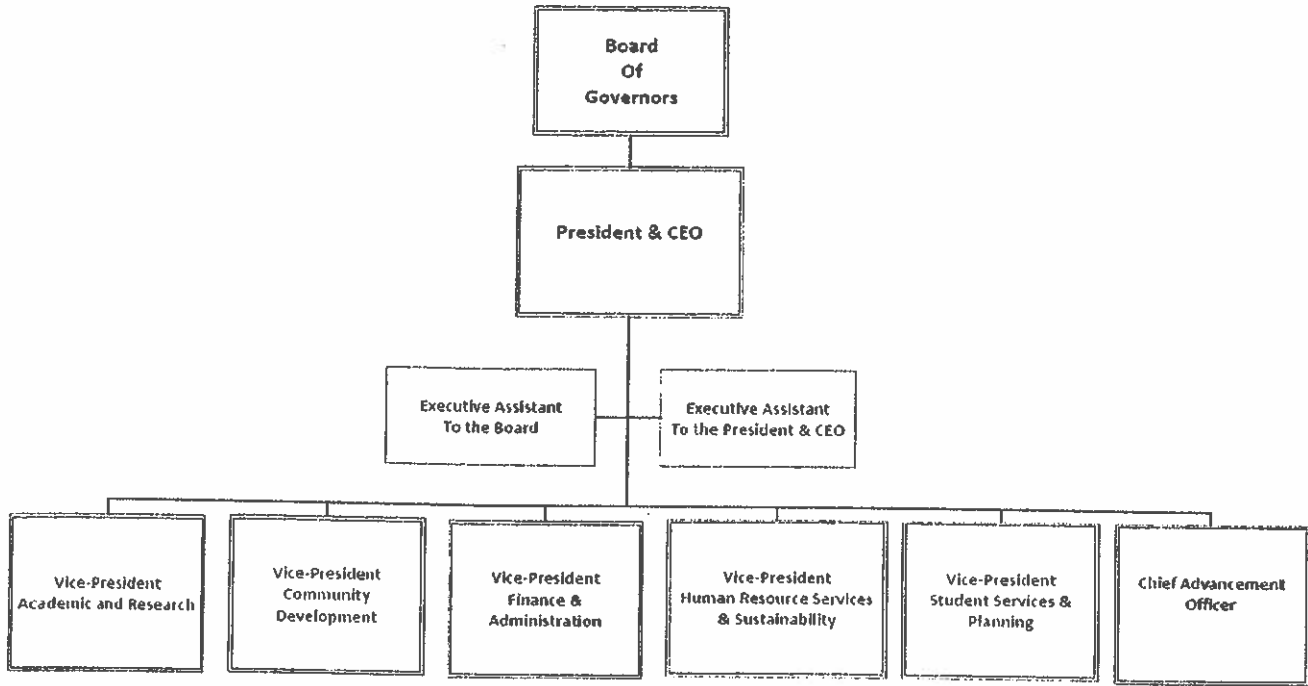
**Other** - Undertake other activities that may be reasonably requested by the Board of Governors.

As the Chief Executive Officer of Red River College, the President sits on a variety of local and national boards, attends community events, meets with dignitaries visiting Winnipeg, and travels throughout Manitoba, across Canada and internationally.

The reporting structure for the President is outlined in the following organizational chart:



**RED RIVER COLLEGE**  
OF APPLIED ARTS, SCIENCE AND TECHNOLOGY





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**Appendix "B" - Salary Administration**

Appendix "B" forms part of this Employment Agreement

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6(2) **Salary - General Increases** - Salary, as provided in subsection 6(1), shall be increased following August 17, 2015 on the same date and in the same percentage (%) amount as is the annual (or other) general increase(s) provided for in the RRC - MGEU Collective Agreement - as detailed in *Appendix "B"* attached hereto.

- RRC - Red River College;
- MGEU - Manitoba Government Employees Union;
- RRC has a Collective Agreement with the MGEU;
- The term of the current Collective Agreement is - June 29/13 to June 23 /17 (2013 -17 CA);
- The expiry date of the 2013-17 CA is - June 23/17;
- The 2013-17 CA provides for annual general increases;
- The first post-Aug 17/15 general increase is effective June 25/16 in the amount of 2.00%.
- Therefore - the President's 2016 increase will be the .....  
Same as the RRC-MGEU June 25/16 increase = 2.00% / \$4,500.00 (\$225,000 X 2.00% = \$4,500.).
- The 2013-17 CA expires - June 23/17 - and - will be renegotiated;
- Increases thereafter - therefore - will be as per post-2013-17 Collective Agreement(s).
- Note - General Increases in collective agreements are normally annual, however may be other, eg: 2-general increases in a given year(s) or nil-general increase(s) in a given year(s).

6(3) **Annual Performance Review / Merit Increment** - The Board will review the performance of the President annually. As part of the review process, the Board, based on merit, may increase base salary by a merit increment of up to 3.00%. Details are set out in *Appendix "B"* - attached hereto:

Performance Review - means an annual review, by the Board, of the President's job performance. Annually means for period September 1 to August 31. First performance review will be for period August 17, 2015 to August 31, 2016.

Performance review will commence and be completed within the three (3) month period following the review period year.

Merit increment - means a salary increase based on meritorious performance - as evaluated and determined at the discretion of the Board.

Based on review period Aug 17/15 to Aug 31/16, the President will be eligible for his first merit increment - to be applied effective Sept 1/16 - for period Sept 1/16 to Aug 31/17. Further merit increments will be considered annually thereafter.

If an increment is approved by the Board, such increment will apply to base salary.

Merit increment increases (if awarded) shall be as follows:

- (a) 3.00% increase - based on exceptional performance.
- (b) 2.00% increase - performance exceeds expectations.
- (c) 1.00% increase - performance meets expectations.
- (d) 0.00% increase - performance does not meet expectations.

Review criteria (performance and merit) will be established by the Board in consultation with the President.